



SIDE LETTER OF AGREEMENT

This SIDE LETTER OF AGREEMENT is entered into by and between the Mt. San Antonio Community College District (District), and California School Employees Association and its Mt. San Antonio College Chapter 262 (CSEA). This SIDE LETTER OF AGREEMENT shall not be deemed precedent setting.

The District and CSEA have agreed as follows:

Return to Campus Fall 2021

On March 19, 2020, the State of California and the County of Los Angeles effected a "Stay at Home" order due to COVID-19, which ended January 25, 2021. This was replaced by a Regional Stay at Home Order from the LA County Department of Public Health. The state has announced an end to the Regional Stay at Home Order and is reopening on June 15, 2021. The College recognizes changes to local, state, and federal government directives may necessitate further changes in working conditions, and additional emergency actions may need to be taken by the College President in support of public and unit member health.

The intent of this side letter is to establish the negotiated impact of the return to campus for the Fall 2021 semester for CSEA unit members. Unit members will be transitioned to return to campus by the Fall 2021 semester. Effective July 1, 2021, this Side Letter shall replace the Return to Campus Fall 2021 Side Letter dated March 8, 2021.

To ensure the health and safety of all unit members, CSEA and the District will collaborate to actively promote compliance with LA County Department of Public Health and Cal/OSHA directives as part of the process for the return to campus.

Modifications to the Return to Campus Process

- The District will no longer require proof of a COVID-19 vaccination to work on campus.
- Accommodations related to the COVID-19 vaccine requirement will be revisited by Human Resources on a case-by-case basis.
- The District and CSEA will promote and facilitate vaccination information, including updates on scientific investigation of the safety, efficacy, and impact of the vaccines available and provide unit members information about vaccine distribution points.
- The District will provide a FEHA/ADA interactive process for those who:
 - Need additional support related to complying with Cal/OSHA directives (i.e., face masks).
 - Have to care for a child (under 18 years of age) whose school or childcare provider is closed or unavailable for reasons related to COVID-19.
 - Qualify for an interactive process under existing statutes (i.e., FEHA, ADA).

Modifications to Working Conditions

Both CSEA and the District are committed to promoting a safe working and learning environment. CSEA and the District shall continue the return to campus joint communication working group to disseminate

information to their unit members and refer any negotiable working conditions to the negotiations team. When required to be on campus, unit members shall follow Mt. SAC's Return to Work Guide.

Unit members will have the option to participate in District work meetings via video conferencing when feasible based upon subject matter of the meeting and available equipment.

Unit members required to wear a face mask on campus may take up to a 5-minute outdoor break per hour, in compliance with Cal/OSHA guidelines, as needed, to recuperate provided there is no interruption to District operations.

The District will provide personal protective equipment (PPE) as required by Cal/OSHA guidelines.

Leaves Related to COVID-19

Upon notification to the manager, unit members shall be granted release time, as necessary, to attend COVID-19 vaccination appointments. All references to vaccines include any required or recommended COVID-19 boosters. Unit members who have already received vaccinations and used any accrued leave shall have their leave restored. Release time includes the vaccination appointment, travel time, and any immediate reactions to the vaccine. Unit members shall also be granted additional District paid time for any continuing reactions from the vaccine that impacts the unit members work (such as a reaction to the vaccine), up to three (3) scheduled working days that may be used in hourly increments. Unit members who are out longer than three (3) scheduled consecutive working days due to any reaction of the COVID-19 vaccine shall also qualify for District paid time until cleared to return to work by a medical provider. This requirement supersedes Article 13.05.7 with regard to the effects of COVID-19 vaccinations for the duration of this agreement. Unit members shall be reimbursed for any medical expenses incurred from immediate reactions to the vaccine. Unit members shall be reimbursed for any transportation services (i.e., Uber, Lyft, Taxi) incurred to and from their vaccination appointments. A receipt must be submitted for reimbursement through their department as part of COVID-19 funding.

Unit members shall be granted release time to utilize District provided mental health resources on campus. Unit members should refer to the Return to Work Guide for details to access on campus mental health resources.

The District shall roll over unused floating holiday hours in a unit member's balance as of June 30, 2021. These rolled over floating holiday hours will expire August 8, 2021.

Confidentiality

A unit member's vaccination and/or infection status related to COVID-19 is protected under medical confidentiality and related documentation may only be requested by Human Resources.

Unit members who have to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19 shall initiate an interactive process with Human Resources, which may include providing appropriate documentation of school closure. Any such documentation is confidential and will be included in the unit member's medical file.

Notification to Unit Members

Beginning July 1, 2021, unit members will be required to return to campus. Accommodations that are permitted through this side letter may continue beyond July 1, 2021. Prior to requiring a unit member to assume duties on campus or ending an accommodation related to the COVID-19 vaccine requirement, the District shall provide no less than fourteen (14) calendar days' notice, unless mutually agreed otherwise. In cases of urgent need(s), the District CEO or designee and CSEA 262 President will meet to discuss the urgent need(s) and agree on a resolution.

CSEA reserves the right to negotiate any item(s) under the scope of representation. Any subsequent governmental actions or public health guidelines that prevent enforcement of this agreement will be grounds for renegotiation.

ACCEPTED AND AGREED TO:

CSEA, Chapter 262


Robert Stubbe (Jun 14, 2021 08:53 PDT)

Robert Stubbe, President, CSEA Chapter 262


Andy Ritchie (Jun 14, 2021 11:47 PDT)

Andy Ritchie, CSEA Labor Relations Representative

Jun 14, 2021

Date

Jun 14, 2021

Date

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT


Sokha Song (Jun 14, 2021 12:02 PDT)

Sokha Song, District Lead Negotiator

Jun 14, 2021

Date